

Prepared By:

Record & Return To:

Schiller & Knapp, LLP

950 New Loudon Rd., Ste #310

Latham, NY 12110

518-786-9069

12/28/04 3:02:46
BK 2,132 PG 745
DE SOTO COUNTY, MS
W.E. DAVIS, CH CLERK

{Space Above this Line For Recording Data}

FHA Case #023-1831406

Loan # 74981341

LOAN MODIFICATION AGREEMENT (Providing for Fixed Interest Rate)

This Loan Modification Agreement ("Agreement"), made effective the 10 Day of December, 2004 between Paul Melder Sr. & Kathy Melder ("Borrower(s)") and Wachovia Bank, NA ("Lender"), amends and supplements (1) the Mortgage, Deed of Trust or Secured Debt (the "Security Instrument") to Crossman Mortgage Corp.*, dated December 30, 2000 recorded January 5, 2001, book 1278, Page 349 County of DeSoto State of Mississippi (2) the Note bearing the same date as, and secured by, the Security Instrument ("Note"), (collectively, the "Loan Documents"), which cover the real and personal property described in the Security Instrument and defined therein as the "Property", located 7300 Fox Creek Dr., Olive Branch, MS 38654 with the original principal balance of U.S. \$132,925.00, with pre-modification principal of U.S. \$128,116.72, the real property described set forth as follows:

SEE ATTACHED SCHEDULE 'A'

*Mortgage assigned to Nation City Mortgage Co. recorded 1/18/01, book 2021 pg 320 further assigned to Wachovia Bank NA recorded 7/2/04 book 2021 pg 320

In consideration of the mutual promises and agreement exchanged, the parties hereto agree as follows (notwithstanding anything to the contrary in the Loan Documents):

1. As of January 1, 2005, the amount payable under the combined Loan Documents in U.S. \$133,835.12 (the "Unpaid Principal Balance") consisting of the amount(s) loaned to the Borrower by the Lender and any interest capitalized to date.
2. The maturity Date of the above referenced Note has been amended from January 1, 2031 to January 1, 2031 ("Maturity Date").
3. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. Interest will be charged on the Unpaid Principal Balance at the yearly rate of 7.250% from December 1, 2004

initial:

PM
KM

4. The Borrower promises to pay the Unpaid Principal Balance, plus interest, to the order of the Lender. The Borrower promises to make monthly payments of principal and interest as specified below:

(a) Monthly payments of \$953.27 for the payments due from
January 1, 2005 through and including January 1, 2031
 If on the Maturity Date, the Borrower still owes amounts under the Loan
 Documents as amended by this agreement, the borrower will pay such
 amounts in full on the Maturity Date.

The Borrower will make such payments at:

M&T Mortgage Corporation
P.O. Box 444, Buffalo, NY 14240-0444

or at such place as the Lender may require.

5. If all or any part of the Property or any interest in it is sold or transferred (or if a beneficial interest in the Borrower is sold or transferred and the Borrower is not a natural person) without the Lender's prior written consent, the Lender may, at its option, require immediate payment in full of all sums secured by the Loan Documents. If the Lender exercises this option, the Lender shall give the Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which the Borrower must pay all sums secured by the Loan Documents. If the Borrower fails to pay these sums prior to the expiration of this period, the Lender may invoke any remedies permitted by the Loan Documents without further notice or demand on the Borrower.

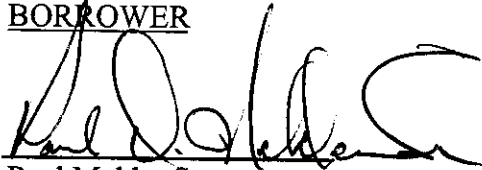
6. The Borrower also will comply with all other covenants, agreements and requirements of the Loan Documents, including without limitation, the Borrower's covenants and agreements to make all payment of taxes, insurance premiums, assessments, escrow items, impounds, and all other payments that the Borrower is obligated to make under the Loan Documents; however, the following terms and provisions are forever canceled, null and void, as of the date specified in paragraph No. 1 above:

- (a) all terms and provisions of the Loan Documents (if any) providing for, implementing, or relating to, any change or adjustment in the rate of interest payable under the Note; and
- (b) all terms and provisions of any adjustable rate rider or other instrument or document that is affected to, wholly or partially incorporated into, or is part of, the Loan Documents and that contains any such terms and provisions as those referred to in (a) above.

Initial: RM
RM

7. Nothing in this Agreement shall be understood or construed to be a satisfaction or release in whole or in part of the Loan Documents. Except as otherwise specifically provided in this Agreement, the Loan Documents will remain unchanged, and the Borrower and Lender will be bound by, and comply with, all of the terms and provisions thereof as amended by this agreement.

BORROWER



Paul Melder Sr.

Resides at:

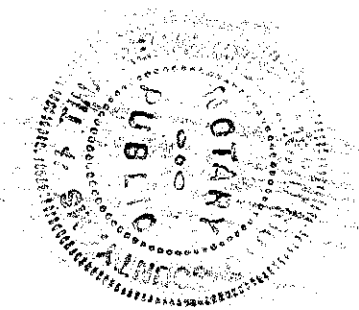
7300 Fox Creek Dr., Olive Branch, MS 38654

State of Mississippi
County of Desoto

On the 10th day of December in the year 2004 before me, the undersigned, personally appeared Paul Melder Sr. personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted executed the instrument.

Jina Rena Williams
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 13, 2006
BONDED THRU STEGALL NOTARY SERVICE



CO-BORROWER

Kathy Melder
Kathy Melder

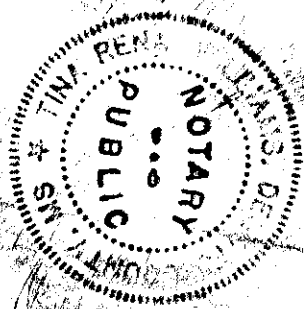
Resides at:
7300 Fox Creek Dr., Olive Branch, MS 38654

State of Mississippi
County of Desoto

On the 10th day of December in the year 2004 before me, the undersigned, personally appeared Kathy Melder personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signature on the instrument, the individual, or person upon behalf of which the individual acted executed the instrument.

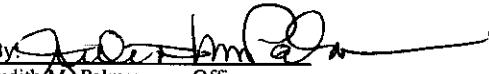
Tina Rena Williams
Notary Public

MISSISSIPPI STATEWIDE NOTARY PUBLIC
MY COMMISSION EXPIRES AUG 13, 2006
BONDED THRU STEGALL NOTARY SERVICE



LENDER

_____(Seal)
Wachovia Bank, NA -LENDER

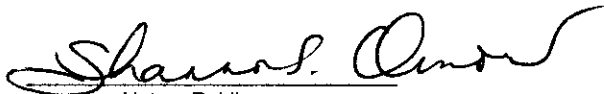
By: 
Judith M. Palmer Officer
M&T Mortgage Corporation
As Attorney in Fact

-----[Space Below This Line For Acknowledgments]-----

LENDER

State of New York
County of Erie

On the 15 day of Dec in the year 2004 before me, the undersigned, personally appeared
Judith M. Palmer personally known to me or proved to me on the basis of satisfactory evidence
to be the individual(s) whose name(s) is (are) subscribed to the within instrument and acknowledged
to me that he/she/they executed the same in his/her/their capacity(ies), and that by his/her/their
signature(s) on the instrument, the individual(s), or the person upon behalf of which the individual(s)
acted, executed the instrument.


Notary Public

(PAGE 3 OF 3 PAGES)

SHANNONE ORMOND
Notary Public, State of New York
Qualified in Erie County
My Commission Expires 126 2005

Land Description

Lot 163, Section C, Fox Creek Subdivision, located in Section 30, Township 1 South, Range 5 West, DeSoto County, Mississippi as shown on Plat of record in Plat Book 71, Pages 9-10, in the Chancery Clerk of DeSoto County, Mississippi, to which plat reference is made for a more particular description of said property.

DEBRA PACE BRANAN
Attorney At Law
170 W. Center Street
Hernando, MS 38632